Bengaluru West City Corporation
Office of the
Executive Engineer Vijayanagar Division
Shasakara Bhavan, 1st Floor, 3rd Main, Vijayanagar, Bangalore-560040
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TENDERS FOR THE WORK OF

Annual maintenance of storm water drains in Vijayanagar Constituency in BWCC.

TENDER REFERENCE : No. EE(VJN)/TEND/KPPP/03/2025-26
Dated: 20.06.2026

PERIOD OF SALE OF TENDER DOCUMENT : View KPPP Portal

LAST DATE FOR SALE OF TENDER DOCUMENT : View KPPP Portal

LAST DATE AND TIME FOR
RECEIPT OF TENDERS : View KPPP Portal

TIME AND DATE OF OPENING OF TENDERS : will be intimated to the qualified Tenderers

PLACE OF OPENING OF TENDERS } **Executive Engineer**
Vijayanagar Division
1st Floor, Shasakara Bhavan,
ADDRESS FOR COMMUNICATION } **3rd Main, Vijayanagar,**

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Bengaluru West City Corporation- West Zone-2
Office of the Executive Engineer, Vijayanagar Division,
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Mobile : 9480688282 E-mail: vijayanagardivision@gmail.com

No. EE(VJN)/TEND/KPPP/03/2026-27 **Date: 20.06.2026**

INVITATION FOR TENDER (IFT)
(TWO COVER SYSTEM)

(Tender Notification)

(Through **GOK KPPP Portal** only)

1. The Executive Engineer, Vijayanagar Division, BWCC invites standard tender documents KW-3 & KW-4 on behalf of the Commissioner, BWCC, Bengaluru from eligible Tenderers registered in GBA or equivalent registration with PWD/CPWD or any state Governmental Organization for the execution of works detailed in the table below. The tenderers may submit tenders for works given in the table through KPPP portal of the Government of Karnataka (viz https://kppp.karnataka.gov.in)

2. Tender documents may be downloaded from the new KPPP portal of the Government of Karnataka.

3. Tenders must be accompanied by Earnest Money Deposit specified for the work in the table below. Earnest money deposit will have to be in any one of the forms as specified in the Tender document and shall have to be valid for 180 days beyond the validity of the tender.

4. Tenders must be submitted online through KPPP on or before as per calendar of events and the opening of tenders will be as per the KPPP guidelines.

5. Other details can be seen in the tender documents.

Table

Sl. No.	Name of Work	Est. Cost (Rs. In Lakh)	Amount Put To tender in lakhs	EMD (Rs. In Lakh)	Cost of tender form I Rs. (Non-refundable) inclusive of VAT	Period of completion
1	Annual Maintenance for filling up of Potholes and Maintenance of Footpath and Desilting of Drains and Shoulders in Arterial and Sub-Arterial Roads in Ward No-83,84,85,86,87,88 and 89 Vijayanagar Sub Division	105.00	87.23	Rs.130845.00	As per KPPP portal	12 months
2	Annual maintenance for filling up of Potholes & maintenance of footpath & desilting of drains & shoulders in Arterial & sub arterial roads in Ward No 82, 90, 91, 92, 93 & 94 Gali Anjaneya Temple sub division	90.00	74.75	Rs.112125.00	As per KPPP portal	12 months

3	Annual maintenance of storm water drains in Vijayanagar Constituency in BWCC	97.56	97.51	Rs.195020.00	As KPPP portal	12 months

Time Schedule/Calendar of events:

1	Tender documents may be downloaded from the KPPP portal	:	From 23.06.2026.
2	Last Date & Time for uploading tender documents	:	On 03.07.2026 upto 16:00 Hrs
3	Pre-Bid Meeting	:	On 30.06.2026 at 15.00 Hrs
4	Opening of technical document	:	On 04.07.2026 at 16.30 Hrs
5	Financial opening	:	Opening date will be intimated through KPP Portal

Note:

1. Pre bid meeting will be held on 30.06.2026 at 15.00 Hrs in the office of Executive Engineer, Vijayanagar Division, BWCC, Shasakara Bhavan, 1st Floor, 3rd Main, Vijayanagar, Bangalore-560040 to clarify the issue and to answer questions on any matter that may be raised at that stage as stated in "Instructions to Bidders" of the bidding document.
2. Any corrigendum/addendum will be published in the KPPP Only.
3. Bids will be opened on the website https://kppp.karnataka.gov.in. in the office of the Executive Engineer, Vijayanagar Division.
4. Aspiring Bidders/Contractors who have not registered in KPPP should register before participating through the website https://kppp.karnataka.gov.in/ Before submission of online bids, bidders must ensure that scanned copies of all the necessary documents have been attached with bid.
5. All the required information required for Bids must be filled and submit online.
6. For details, registration and e-payment visit KPPP website https://kppp.karnataka.gov.in/ or contact KPPP Helpdesk at +91-9240214000 and +91-9240214001.

-Sd/-
Executive Engineer(Vijayanagar)
Bengaluru West City Corporation, Zone-2

Copy to :

1. Copy submitted to the Chief Commissioner GBA for kind information.
2. Copy submitted to the Commissioner BWCC for kind information.
3. Copy submitted to the Addl. Commissioner (Developments) BWCC for kind information.
4. Copy submitted to the Chief Engineer, Malleshwarm Zone for kind information.
5. Copy submitted to the Superintendent Engineer, Malleswaram Zone for kind information.
6. Copy submitted to the Tender bulletin officer, GBA for requesting to publish the tender notification in tender bulletin.
7. Copy submitted to Chief Auditor and Chief Account officer for kind information.
8. Copy submitted to A.C.F Malleshwarm Zone for kind information.
9. Copy to CPRO with request to make arrangements for publication of notification in two leading daily Kannada and English News papers.
10. Copy to Acct. Suptd /Cashier of division office for needful.
11. Copy to I.T. Advisor with Soft copy for needful action to place in the GBA website.
12. Notice Board / Office copy.

Executive Engineer(Vijayanagar)
Bengaluru West City Corporation, Zone-2

SECTION 2: INSTRUCTIONS TO TENDERERS (ITT)

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A. General

1. Scope of Tender

The Executive Engineer, Vijayanagar division, on behalf of the Commissioner BWCC (Referred to as Employer in these documents) invites tenders following Two Cover tender procedure, from eligible Tenderers, for the works of Annual maintenance of storm water drains in Vijayanagar Constituency in BWCC. detailed in the Table given in the Invitation for Tenders (IFT). The Tenderers may submit tenders for any or all of the works detailed in the table given in IFT.

2. Eligible Tenderers

2.1 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka (GOK) / Bangalore West City Corporation (BWCC)

2.2 **Tenders from Joint ventures are not acceptable.**

2. Qualification of the Tenderer:

3.1 All Tenderers shall provide the requested information accurately and in sufficient detail in Section 3: Qualification information.

3.2 To qualify for award of this contract, each Tenderer in his name should have in the last five years financial years**.(i.e, 2021-22 to 2025-26)**

(a) achieved in at least two financial years an average annual financial turnover of **Rs.195.00 Lakhs** . (The value of the financial turnover of previous years will be given a weightage of 10% for each financial year. The turnover certificate shall have UDIN generated through ICAI portal. The turnover certificate without UDIN will not be considered & treated as invalid).

(b) Mandating satisfactory completion as a prime contractor for at least one similar work to an extent of minimum 50% of the cost of the work **Rs. 49.00 Lakhs,** as prime contractor.

(c) executed in any one year, the following minimum quantities of work:

(i) Earth Work Excavation 26000.00 cum quantity of earth work / desilt in SWD (80% quantity of considered in the estimate) or executed 13.80 kms maintenance of SWD (80% of the length i.e. considered in estimate).

(a) Tenderer or his identified sub-contractors should possess required valid electrical license for executing building electrification works and should have executed similar electrical works costing not less than in any one year-DELETED.

(b) The Tenderer or his identified sub-contractor should possess valid license for executing water supply/sanitary engineering works and should have executed similar water supply/sanitary engineering works totaling n any one year-DELETED.

Each Tenderer should further demonstrate:

(a) Availability by owning / on hire basis, specified key and critical equipment for this work with relevant documents (commitment agreements etc.) for availability for this work are furnished.

Machinery	Owned	Hired/leased	Total Requirement
Wheel mounted hydraulic excavator (Own/Lease)	1	1	**2**
Hydraulic excavator (Chain mounted/long boom excavator/robotic excavator) (Own/Lease)	2	1	**3**
Tippers with hydraulic door and gasket arrangement (Own/Lease)	2	2	**4**
Tractor (Own/Lease)	1	1	**2**

(a) liquid assets and or availability of credit facilities of no less than **Rs.33.00 Lakhs** (Credit lines/ letters of credit/ certificates from banks for meeting the fund requirement etc.

3.3 To qualify for a package of contracts made up of this and other contracts for which tenders are invited in this IFT, the Tenderer must demonstrate having experience and resources to meet the aggregate of the qualifying criteria for the individual contracts.

3.4 Sub-contractors' experience and resources shall not be taken into account in determining the Tenderer's compliance with the qualifying criteria except to the extent stated in 3.2 (d) and (e) above.

3.5 Tenderers who meet the above specified minimum qualifying criteria, will only be qualified, if their available tender capacity is more than the total tender value. The available tender capacity will be calculated as under:

Assessed available tender capacity = (A*N*2.5 - B)

where

A =Maximum value of civil engineering works executed in any one year during the last five years *(updated to 2025-26 price level)* taking into account the completed as well as works in progress.

N =Number of years prescribed for completion of the works for which tenders are invited.

B =Value, at *2025-26* price level, of existing commitments and on-going works to be completed during the next.....years *(period of completion of the works for which Tenders are invited)*

Note: ***The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Employer in charge, not below the rank of an Executive Engineer or equivalent.***

3.7 Even though the Tenderers meet the above criteria, they are subject to be disqualified if they have:

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
- participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.

B. Tender documents

4. Content of Tender documents

4.1 The set of tender documents shall have all the Sections given in Page 2:
4.2 Both the sets should be completed and returned with the tender.

5. Amendment of Tender documents

5.1 Before the deadline for submission of tenders, the Employer may modify the tender documents by issuing addenda.

5.2 Any addendum thus issued shall be part of the tender documents and shall be communicated in writing or by cable to all the purchasers of the tender documents.

5.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend as necessary the deadline for submission of tenders, in accordance with Sub-Clause 12.2 below.

C. Preparation of Tenders

10. Documents comprising the Tender

10.1 The tender submitted by the Tenderer shall be in two covers/folders and shall contain the documents as follows:

10.1.1 First Cover:/Folder (Only online)

a) EMD; on-line payment through KPPP Portal platform;
b) Qualification Information as per formats given in Section 3;
c) Tender transaction fee. Online payment through KPPP platform;
d) General eligibility criteria;
e) Document / evidence required from the tenderer.

10.1.2 Second Cover: (Only online)

a) The Tender (in the format indicated in Section 4(I))
b) Priced Bill of Quantities (as per formats given in Section 9); online through KPPP portal; and
c) Any other materials required to be submitted by Tenderers in accordance with these instructions. The documents listed under Sections 3, 4(I), 6 and 9 shall be filled in without exception.

6.2 Tenderers submitting tenders together with other contracts stated in the IFT to form a package will so indicate in the tender together with any discounts offered for the award of more than one contract.

7. Tender prices

7.1 The contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Tenderer.

7.2 The Tenderer shall fill in rates and prices and line item total (both in figures and words) for all items of the Works described in the Bill of Quantities along with total tender price (both in figures and words). **Items for which no rate or price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities**. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.

7.3 All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause, shall be included in the rates, prices and total Tender Price submitted by the Tenderer.

7.4 The rates and prices quoted by the Tenderer shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account.

8. Tender validity

8.1 Tenders shall remain valid for a period not less than **ninety** days after the deadline date for tender submission specified in Clause 12. A tender valid for a shorter period shall be rejected by the Employer as non-responsive.

8.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Tenderers may extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing or by cable. A Tenderer may refuse the request without forfeiting his earnest money deposit. A Tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with Clause 9 in all respects.

9. Earnest money deposit.

9.1 The Tenderer shall furnish, as part of his tender, Earnest Money Deposit (EMD) in the amount as mentioned in IFT for this particular Work. shall be paid in the KPPP portal using any of the following modes**.**

- Credit Card.
- Direct Debit.
- National Electronic Fund Transfer (NEFT).

- Over the Counter (OTC).

NEFT Payment Procedure

If a Tenderer chooses to make Payment of EMD / Tender Processing Fee using Reserve Bank of India's (RBI) National Electronic Fund Transfer (NEFT) System, the Tenderer will need to log into KPPP Portal System, access the Tender for which Bid is being created and then select the NEFT Option under the Payment Section and print the Challan shown in that Section. The Printed Challan will have the Unique Bid Reference Number, Account Details of Government of Karnataka and the Amount to be remitted. The Tenderer shall submit the Printed Challan to its Bank Branch (NEFT enabled) and request for an Account – to – Account Transfer, wherein the money will get transferred from the Tenderer's Bank Account to GOK's Bank Account. The Tenderer shall ensure that NEFT Transfer Instructions are executed and the Funds are wired to the Government of Karnataka's Principal Account before the Last Date for Bid Submission and preferably 24 hours before the Last Date for Bid Submission. If the Tenderer's Bank transfers / wires the money after the Last Date for Bid Submission, the Tenderer's Bid will be liable for rejection. Upon executing the Transfer, the Tenderer's Bank will provide a Reference Number generated by NEFT Software as Confirmation of Transfer, which has to be input by the Tenderer in the Payment Section of its Bid as Payment Confirmation before the Bid is submitted i.e. as a pre requisite for Bid Submission. The Account Number from which the Funds were transferred shall be input in the KPPP portal System as part of its Bid also.

OTC Payment Procedure

If a Tenderer chooses to make Payment of EMD / Tender Processing Fees Over The Counter (OTC) in any of the designated Axis Bank Branches listed in the KPPP Website (https://kppp.karnataka.gov.in/), the Tenderer will need to log into KPPP portal System, access the Tender for which Bid is being created and then select the OTC Option under the Payment Section and print the Challan shown in that Section. The Printed Challan will have the Unique Bid Reference Number and the Amount to be remitted along with the Challan. The Tenderer can choose to make the Payment either in the form of Cash or in the form of Demand Draft. Cheque Payments will not be accepted. The Tenderer is requested to specifically inform the Bank Officer to input the Unique Bid Reference Number printed in the Challan in the Banking Software. Upon successful Receipt of the Payment, the Bank will provide a 16 Digit Reference Number acknowledging the Receipt of Payment. This 16 Digit Reference Number has to be input by the Tenderer in the Payment Section of its Bid as Payment Confirmation before the Bid is submitted i.e. as a pre requisite for Bid Submission.

9.2 EMD Amount shall be submitted by the Tenderer taking into account of the following Conditions.

a. **EMD shall be accepted only in the form of Electronic Cash will be maintained in the Government's Central Pooling Account** at ICICI Bank until the Work is awarded
b. The Tenderer's Bid will be evaluated only on Confirmation of Receipt of the Payment of EMD as indicated in Sub Clauses 9.1 and 9.2.

9.3 Any Tender not accompanied by an acceptable EMD and not secured as indicated in Sub Clauses 9.1 and 9.2 above shall be rejected by the Employer as Non Responsive.

9.4 The Earnest Money Deposit of the Unsuccessful Tenderers will be returned within 30 days of the end of the Tender Validity Period as specified in Sub Clause 8.1.

9.5 The Earnest Money Deposit of the Successful Tenderer will be discharged only when the Tenderer has signed the Agreement and furnished the required Performance Security.

9.6 The Earnest Money Deposit may be forfeited

a. If the Tenderer withdraws the Tender after Tender Opening during the Period of Tender Validity;
b. If the Tenderer does not accept the Correction of the Tender Price, pursuant to Clause 19; or
c. In the case of a successful Tenderer, if the Tenderer fails within the specified time limit to
   i. Sign the Agreement; or
   ii. Furnish the required Performance Security.

10. Format and signing of Tender

Tenderer shall submit the Bid electronically before the submission date and time published in KPPP portal.

D. Submission of Tenders

11. Sealing and marking of tenders

Tenderer shall submit the Tender document electronically before the submission date and time published. The document for submission shall be uploaded in PDF format and submitted in the order mentioned below**.**

1. Content sheet with name of folder / file, No of pages in each folder / file and size of the folder/file.

FIRST COVER /FOLDER (TECHNICAL PART)

2. As per Section 3 - Qualification information

a. Qualification information summary sheets

b. Affidavit as per the format attached in qualification information.

c. Brief description of tenderer with the details of contact person for communication with BWCC

d. Attested copy of Registration certificate of the contractor

e. EMD as specified in the Table of I TT in the document.

f. Work performed & quantity executed as per Table 1 & 2 with supporting certificates from client for the claims mentioned in tables 1 & 2 of qualification information.

g. Tables 3 A & 3 B of qualification information with supporting certificate from client & calculation sheet for available tender capacity.

h. Availability of machinery as per Table 4 of qualification information.

i. Experience & qualification of key persons as per Table 5 of qualification information.

j. Financial statement for past five F.Y, contains balance sheet, profit & loss, statement on cash on hand, liquid assets etc from Charted Accountant.

k. Line of credit and details of tenderer's bank with reference as per format attached in qualification information.

l. Litigation history as per Table of qualification information.

m. Method adopted for construction program, bar chart, quality assurance program as per clause 1.13 of qualification information

SECOND COVER/FOLDER (FINANCIAL PART)

a. Form of tender as per section 4 (I) of tender document.
b. Priced Bill of Quantity.
c. Any other materials required to be completed and submitted by Tenderers in accordance with ITT.

12. Deadline for submission of the Tenders

12.1 In online KPPP Portal system, tenderer shall not be able to submit the bid after the bid submission time and date as the icon or the task in the KPPP Portal portal will not be available.

The Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with Clause 5, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

13. Late Tenders

13.1 In online KPPP Portal system, you shall not be able to submit the bid after the bid submission time and date as the icon or the task in the KPPP Portal portal will not be available.

14. Modification and Withdrawal of Tenders

14.1 Tender has all the time to modify and correct or upload any relevant document in the portal till Bid submission date and time, as published in the KPPP Portal portal.

E. Tender opening and evaluation

15. Opening of First Cover of all Tenderers and evaluation to determine qualified Tenderers:

15.1 The Employer will open online the First Covers of all the Tenders received through KPPP Portal portal, in the presence of the Tenderers or their representatives who choose to attend on the date and the place specified in the KPPP Portal portal. In the event of the specified date of Tender opening being declared a holiday for the Employer, the Tenders will be opened at the appointed time and location on the next working day.

The Tenderes names, the presence or absence of earnest money deposit (amount, format and validity), the submission of qualification information and such other information as the Employer may consider appropriate will be announced by the Employer at the opening. Late and withdrawn Tenders will be returned unopened to tenders.

The Employer shall prepare minutes of the Tender opening, including the information disclosed to those present in accordance with Sub-Clause 15.2.

The Employer will evaluate and determine whether each tenderer (a) meets the eligibility criteria defined in ITT Clause 2; (b) is accompanied by the required earnest money deposit as per stipulations in ITT Clause and (c) meets the minimum qualification criteria stipulated in ITT Clause 3. The Employer will draw out a list of qualified Tenderers.

16. Opening of Second Cover of qualified Tenderers and evaluation:

16.1 The Employer will inform all the Qualified Tenderers the time, date and venue fixed for the opening of the Second Cover containing the priced Tenders. The Employer will open the large cover containing the Second Covers of Qualified Tenderers at the appointed time and date in the presence of the Tenders or their representatives who choose to attend. In the event of the specified date of Second Cover opening being declared a holiday for the Employer, the Second Covers will be opened at the appointed time and location on the next working day.

16.2 The Employer shall prepare minutes of the Second Cover Tender opening.

17. Process to be confidential

17.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's processing of Tenders or award decisions may result in the rejection of his Tender.

18. Clarification of Tenders

18.1 To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with Clause 20.

18.2 Subject to sub-clause 18.1, no Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing.

18.3 Any effort by the Tenderer to influence the Employer in the Employer's Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderers' Tender.

19. Examination of Tenders and determination of responsiveness

19.1 Prior to the detailed evaluation of Tenders, the Employer will determine whether each Tender; (a) has been properly signed; and; (b) is substantially responsive to the requirements of the Tender documents.

19.2 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

19.3 If a Tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

20. Correction of errors

20.1 The Tenderer may modify the tender only before the last date for submission of the tender, as indicated on the KPPP Portal portal.

21. Evaluation and comparison of Tenders

21.1 The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 19.

21.2 In evaluating the Tenders, the Employer will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows:

(a) making any correction for errors pursuant to Clause 20; and

(b) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub Clause 14.

21.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.

F. Award of Contract

22. Award criteria

22.1 Subject to Clause 24, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be (a) eligible in accordance with the provisions of Clause 2, and (b) qualified in accordance with the provisions of Clause 3.

23. Employer's right to accept any Tender and to reject any or all Tenders

23.1 Notwithstanding Clause 22, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

24. Notification of award and signing of Agreement

24.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the *Conditions of Contract* called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

24.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of Security deposit in accordance with the provisions of Clause 25.

24.3 The Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be kept ready for signature of the successful Tenderer in the office of Employer within 30 days following the notification of award along with the Letter of Acceptance. Within 20 days of receipt, the successful Tenderer will sign the Agreement and deliver it to the Employer.

24.4 Upon the furnishing by the successful Tenderer of the Performance Security, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

25. **Security Deposit**

25.1 Within 20 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Security Deposit in any of the forms given below for an amount equivalent to **5%** of the Contract price plus additional security for unbalanced tenders in accordance with Clause 25.5 of ITT and Clause 43 of the Conditions of Contract for the Works.

- Cash
- Banker’s cheque/Demand draft/Pay Order in favour of The Commissioner , BWCC, Bengaluru payable at Bengaluru
- The Bank guarantee in the form given in Section 10.
- Specified small savings instruments pledged to .....25.2 If the security deposit is provided by the successful Tenderer in the form of a Bank Guarantee, it shall be issued either by a Nationalized/Scheduled bank.

25.3 The security deposit if furnished in cash or demand draft can, if requested, be converted to interest bearing securities at the cost of the contractor.

25.4 Failure of the successful Tenderer to comply with the requirements of Sub-Clause 25.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest money deposit.

26. Corrupt or Fraudulent practices

26.1 The Government of Karnataka (GOK) requires that the Tenderers/Suppliers/Contractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, GOK :

(a) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(b) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a GOK contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK contract.

26.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 43.2 of the Conditions of Contract.

SECTION 3: QUALIFICATION INFORMATION

The information to be filled in by the Tenderer here under will be used for purposes of computing Tender capacity as provided for in Clause 3 of the Instructions to Tenderers. This information will not be incorporated in the Contract.

1.1 Constitution or legal status of Tenderer [Attach copy]

Place of Registration _____
(Attach Copy)

Principal place of business: _____

1.2 Total value of **civil engineering works** executed
and payments received in the last five years (in Rs. Lakhs)

2021-22 _____
2022-23_____
2023-24 _____
2024-25 _____
2025-26 _____

1
21.3 Work performed as Prime Contractor (in the same name) on works of similar nature over during the five years specified in 1.2 above.

3
4TABLE 1

Project Name	Name Employer	Description of work	Contract No.	Date of Issue of work order	Value of Contract Rs. lakhs	Specified period of completion	Actual date of completion	Remarks explaining reasons for delay in completion of work
1	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**

1.4 Quantities of work executed as prime contractor (in the same name) during the last five years specified in 1.2 above:

TABLE 2

Year	Name of Work	Name of Employer	Quantity of work performed units	Remarks (Indicate contract reference)
2021-22				
2022-23				
2023-24				
2024-25				
2025-26				

1.5 Information on works for which Tenders have been submitted and works which are yet to be completed as on the date of this Tender.

(A) Existing commitments and on-going works:

Description Work	Place & State	Contract No. & Date	Name and Address of Employer	Value of Contract (Rs. lakhs)	Stipulated period of completion	Value of works remaining to be completed (Rs. lakhs) (The contractor shall enclose/attach all the necessary certificates duly attested by the employer)	Anticipated date of completion
1	2	3	4	5	6	7	8

(B) Works for which Tenders already submitted:

Description Work	Place & State	Name and Address of Employer	Estimated value of works (Rs. lakhs)	Stipulated period of completion	Date when decision is expected	Remarks if any
1	2	3	4	5	6	7

1.6. -Deleted

1.7 Reports on the financial standing of the tenderer, such as profit and loss statements and auditor's reports for the last five years;

1.8 Qualification and experience of the key technical and management personnel in permanent employment with the tenderer and those that are proposed to be deployed on this contract, if awarded- Deleted

1.9. Name, address, and telephone, telex, and fax numbers of the Tenderers' bankers who may provide references if contacted by the Employer.

1.10 Evidence of access to financial resources to meet the qualification requirement specified in ITT Clause3.3 (b): Cash in hand, Letter of Credit etc. List them below and attach certificate from the Banker in the suggested format as under:

~~1.11 Proposals for subcontracting components of works amounting to more than 20% of the contract price .~~ Deleted

1.12 Information on litigations in which the Tenderer is involved:

Other Party (ies)	Employer	Details of dispute	Amount involved	Remarks showing present status

SECTION 4: FORMS OF TENDER, LETTER OF ACEPTANCE, NOTICE TO PROCEED WITH THE WORK AND AGREEMENT FORM

Form of Tender

Tender for the work----------

To : The Executive Engineer,
Vijayanagar Division,
Bangalore- 560040
Address :

GENTLEMEN,

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of _____ *[in figures]* (_____) *[in letters]*.[1]

This Tender and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Tender you receive.

The advance payment required is Rs.....

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We hereby confirm that this Tender complies with the Tender validity and Earnest money deposit required by the Tender documents.

We attach herewith our current income-tax clearance certificate.

Yours faithfully,

Authorized Signature:
Name & Title of Signatory:
_____

Name of Tenderer _____

Address: ----------
.....

Sl. No	Description of item (with brief specification and reference to Book of specification)	Approx. Quantity	Unit	Annual Estimated amount In Rs.	Bidder Quoted Amount (Rs)

1

	• Annual Maintenance for SWD at various selected locations including desilting of collected silt, lifting of silt from SWD and conveying to Anjanapura quarry (Within a maximum distance from BWCC Zones or whichever location is feasible approved by Chief Engineer) by Mechanical/Manual means in open SWDs and Covered SWDs by Removing/Re-fixing of chainlink fencing, RCC chamber/slab covers, dismantling of RCC/SSM walls by engaging suitable number of Mechanical Excavators/allied Machineries along with appropriate Man power. • The Excavated silt/any solid waste lifted from the SWD shall be removed from the site within 3 days from the day of excavation and stacking. • Cleaning of SWDs from vegetations (Trees/Plants/Grass etc.) including cutting, removing, lifting and conveying it to approved locations. • Clearing of SWDs from solid waste materials (Plastic bottles/Thermocol/Animal Waste/Dead Animals/Human Excreta/Medical cloths/Beds/Mattresses etc.) of all nature in foul condition (as is where is condition at the time of quoting tender) including removing, lifting and conveying it to approved locations/dry waste collection centers/designated BBMP quarries, Solid waste Processing units of BBMP. • Clearing of SWDs from silt/vegetation under bridges, clearing of blockages in pipe culverts, removal of vegetation, solid waste and lifting of solid waste material from SWDs and conveying it to approved locations. • Prevention of dumping of Construction and Demolition waste throwing of solid waste/garbage by Public and identification of Persons throwing waste into SWDs. • Lodging complaints with local police under “The Prevention of Damage to Public Property Act, 1984” under section 425. • Identification of Blockages of road side drains connecting to SWDs including BWSSB pipelines, BESCOM cables etc., complete. • Conveying of Silt, Solid Waste, Debris, Construction and Demolition etc., complete to the approved locations. The contractor should identify suitable dumping locations on his own and at his own risk including all Lead and Lifts, Incidental Charges, Present and Future Taxes as applicable, including all Men and Machineries as per the directions of the Engineer-In-Charge of the work.				
	For One Year	**8.85**	**Kms**		
GST Shall be paid to the tendered amount Separately					

Note:

1. GST shall be paid to the tendered amount separately.
2. Where there is a discrepancy between the rate in figures and words, the lower of the two will govern.
3. Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by quantity, the unit rate quoted shall govern.

Letter of Acceptance
(letterhead paper of the Employer)

_____[date]

To: _____ *[name and address of the Contractor]*

Dear Sirs,

This is to notify you that your Tender dated: ..... for execution of **----------** *[name of the contract and identification number, as given in the Instructions to Tenderers]* for the Contract Price of Rupees ..... (.....) [amount in words and figures], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our Agency.

You are hereby requested to furnish Security deposit plus additional security for unbalanced tenders in the form detailed in Para 25.1 of ITT for an amount of Rs.....within 20 days of the receipt of this letter of acceptance valid up to 30 days from the date of expiry of Defects Liability Period i.e. up to ..... and sign the contract, failing which action as stated in Para 25.4 of ITT will be taken.

Yours faithfully,

Authorized Signature

Name and Title of Signatory

Name of Agency

Issue of Notice to proceed with the work

(letterhead of the Employer)

——————— (date)

To

——————————————— *(name and address of the Contractor)*

———————————————

———————————————

Dear Sirs:

Pursuant to your furnishing the requisite security deposit as stipulated in ITT Clause 25.1 and signing of the contract agreement for the construction of ……
…… *(Name of the Contract)* a Tender Price of Rs……., you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,
(Signature, name and title of signatory
authorized to sign on behalf of
Employer)

Agreement Form

Agreement
This agreement, made the_____day of _____20_____, between_____
_____[name and address of Employer]
(hereinafter called "the Employer") of the one part and _____
_____[name and address of contractor] (hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor execute _____
_____[name and identification number of Contract] (hereinafter called "the Works") and the Employer has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a contract price of Rupees.....

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
   i) Letter of Acceptance;
   ii) Notice to proceed with the works;
   iii) Contractos Tender;
   iv) Contract Data;
   v) Conditions of contract (including Special Conditions of Contract);
   vi) Specification;
   vii) Drawings;
   viii) Bill of Quantities; and
   ix) Any other document listed in the Contract Data as forming part of the contract.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of _____
was hereunto affixed in the presence of
Signed, Sealed and Delivered by the said _____

in the presence of:

Binding Signature of Employer_____
Binding Signature of Contractor_____

SECTION 5: CONDITIONS OF CONTRACT

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Conditions of Contract

A. General

1. Definitions

1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Bold letters are used to identify defined terms.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Tender.
Compensation events are those defined in Clause 34 hereunder.
The **Completion Date** is the date of completion of the Works as certified by the Employer in accordance with Sub Clause 38.1.
The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.3 below.
The **Contract Data** defines the documents and other information which comprise the Contract.
The **Contractor** is a person or corporate body whose Tender to carry out the Works has been accepted by the Employer.
The **Contractor's Tender** is the completed Tender document submitted by the Contractor to the Employer.
The **Contract price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
Days are calendar days; **months** are calendar months.
A **Defect** is any part of the Works not completed in accordance with the Contract.
The **Defects liability period** is the period named in the Contract Data and calculated from the Completion Date.
The **Employer** is the party who will employ the Contractor to carry out the Works.
Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
The **Initial Contract price** is the Contract Price listed in the Employer's Letter of Acceptance.
The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer by issuing an extension of time.
Materials are all supplies, including consumables, used by the contractor for incorporation in the Works.
Plant is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.
The **Site** is the area defined as such in the Contract Data.
Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer.
The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.
A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.
A **Variation** is an instruction given by the Employer which varies the Works.
The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

2. Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Employer will provide instructions clarifying queries about the Conditions of Contract.

2.2 The documents forming the Contract shall be interpreted in the following order of priority:

(1) Agreement

(2) Letter of Acceptance, notice to proceed with the works
(3) Contractor's Tender
(4) Contract Data
(5) Conditions of Contract
(6) Specifications
(7) Drawings
(8) Bill of quantities and
(9) any other document listed in the Contract Data as forming part of the Contract.

3. Law governing contract

3.1 The law governing the Contract is the Laws of India supplanted by the Karnataka Local Acts.

4. Employer's decisions

4.1 Except where otherwise specifically stated, the Employer will decide contractual matters between the Employer and the Contractor.

5. Delegation

5.1 The Employer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6. Communications

6.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

7. ~~Subcontracting~~

7.1 Deleted

8. Other Contractors

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer.

9. Personnel

9.1 The Contractor shall employ the technical personnel (of number and qualifications) as may be stipulated by GOK from time to time during the execution of the work. The technical staff so employed shall be available at site as may be stipulated by the Employer.

9.2 If the Employer asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10. Employer's and Contractor's risks

10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11. Employer's risks

11.1 The Employer is responsible for the excepted risks which are (a) in so far as rebellion, riot commotion or disorder or (b) a cause due solely to the design of the Works, other than the Contractor's design.

12. Contractor's risks

12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

13. Queries about the Contract Data

13.1 The Employer will clarify queries on the Contract Data.

14. Contractor to construct the Works

14.1 The Contractor shall construct the Works in accordance with the Specification and Drawings.

15. The Works to be completed by the Intended Completion Date

15.1 The Contractor may commence execution of the Works on the Start Date and complete them by the Intended Completion Date.

16. Safety

16.1 The Contractor shall be responsible for the safety of all activities on the Site.

17. Discoveries

17.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Employer of such discoveries and carry out the Employer's instructions for dealing with them.

18. Possession of the Site

18.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be Compensation Event.

19. Access to the Site

19.1 The Contractor shall allow the Employer and any person authorized by the Employer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.

20. Instructions

20.1 The Contractor shall carry out all instructions of the Employer which comply with the applicable laws where the Site is located.

B. Time Control

21. Program

21.1 Within the time stated in the Contract Data the Contractor shall submit to the Employer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works.

21.2 The Employer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Employer again at any time. A revised Program is to show the effect of Variations and Compensation Events.

22. Extension of the Intended Completion Date

22.1 The Employer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date.

22.2 The Employer shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Employer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information.

23. Delays ordered by the Employer

23.1 The Employer may instruct the Contractor to delay the start or progress of any activity within the Works.

24. Management meetings

24.1 The Employer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the progress achieved and the plans for remaining work.

24.2 The responsibility of the parties for actions to be taken is to be decided by the Employer either at the management meeting or after the management meeting and stated in writing to be distributed to all who attended the meeting.

C. Quality Control

25. Identifying defects

25.1 The Employer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Employer may instruct the Contractor to search for a Defect and to uncover and test any work that the Employer considers may have a Defect

26. Tests

26.1 If the Employer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

27. Correction of defects

27.1 The Employer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

27.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Employer’s notice.

28. Uncorrected defects

28.1If the Contractor has not corrected a Defect within the time specified in the Employer’s notice, the Employer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

D. Cost Control

29. Bill of Quantities (BOQ)

29.1 The BOQ shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.

29.2 The BOQ is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the BOQ for each item

30. Variations

30.1 The Employer shall have power to order the Contractor to do any or all of the following as considered necessary or advisable during the progress of the work by him

(a) Increase or decrease of any item of work included in the Bill of Quantities (BOQ);
(b) Omit any item of work;
(c) Change the character or quality or kind of any item of work;
(d) Change the levels, lines, positions and dimensions of any part of the work;
(e) Execute additional items of work of any kind necessary for the completion of the works; and
(f) Change in any specified sequence, methods or timing of construction of any part of the work.

30.2 The Contractor shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to him in writing by the Employer and such alteration shall not vitiate or invalidate the contract.

30.3 Variations shall not be made by the Contractor without an order in writing by the Employer, provided that no order in writing shall be required for increase or decrease in the quantity of an item appearing in the BOQ so long as the work executed conforms to the approved drawings.

30.4 The Contractor shall promptly request in writing to the Employer to confirm verbal orders and the officer issuing oral instructions shall confirm it in writing within 30 days, failing which the work shall be carried out as though there is no variation. In case variation is approved it shall be accompanied by BOQ, failing which the contractor shall be responsible for deviation if any. Further, approval of Govt. / BWCC has to be obtained for the variation exceeding 5%.

31. Payments for Variations

31.1 Payment for increase in the quantities of an item in the BOQ up to 25% of that provided in the Bill of Quantities shall be made at the rates quoted by the Contractor.

31.2 For quantities in excess of 125% of the tendered quantity of an item as given in the BOQ, the Contractor shall be paid at the rate entered in or derived from in the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.

31.3 If there is no rate for the additional, substituted or altered item of the work in the BOQ, efforts would be made to derive the rates from those given in the BOQ or the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) and if found feasible the payment would be made at the derived rate for the item plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract

31.4 If the rates for additional, substituted or altered item of work cannot be determined either as at 31.1 or 31.2 or 31.3 above, the Contractor shall be requested to submit his quotation for the items supported by analysis of the rate or rates claimed, within 7 days.

31.5 If the Contractor's quotation is determined unreasonable, the Employer may order the Variation and make a change to the Contract Price which shall be based on Employer’s own forecast of the effects of the Variation on the Contractor's costs.

31.6 If the Employer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

31.7 Under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates for items falling under this Clause.

32. Submission of bills for payment

32.1 The Contractor shall submit to the Employer monthly bills of the value of the work completed less the cumulative amount paid previously.

32.2 The Employer shall check the Contractor's bill and determine the value of the work executed which shall comprise of (i) value of the quantities of the items in the BOQ completed and (ii) valuation of Variations and Compensation Events.

32.3 The Employer may exclude any item paid in a previous bill or reduce the proportion of any item previously paid in the light of later information.

33. Payments

33.1 Payments shall be adjusted for deductions for advance payments other than recoveries in terms of contract and taxes, at source, as applicable under the law. The Employer shall pay the Contractor the within 60 days of submission of bill. The contractor shall be liable to pay liquidated damages for shortfall in progress. For progress beyond the agreed programme payment is subject to availability of the grants.

33.2 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

34. Compensation events

34.1 The following are Compensation events unless they are caused by the Contractor:

(a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.

(b) The Employer orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.

(c) The Employer instructs the Contractor to uncover or to carry out additional tests upon work which is then found to have no Defects.

(d) The Employer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.

(e) The effect on the Contractor of any of the Employer’s Risks.

(f) The Employer unreasonably delays issuing a Certificate of Completion.

(g) Other Compensation Events listed in the Contract Data or mentioned in the Contract.

34.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date is extended. The Employer shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

34.3 As soon as information demonstrating the effect of each Compensation event upon the Contractor's forecast cost has been provided by the Contractor, it is to be assessed by the Employer and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Employer shall adjust the Contract Price based on Employer's own forecast. The Employer will assume that the Contractor will react competently and promptly to the event.

34.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Employer.

35. Tax

35.1 The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other taxes that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

GST shall be paid separately, in addition to the tendered amount, for the applicable works covered under this notification.

36. Liquidated damages

36.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

36.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment of bill.

Penalty Clause : The agency/contractor must attend the entire assigned stretch of SWD:

- During the first 3 months from the start of work.
- Thereafter, every 3 months.
- After that, maintenance is to be conducted on a day-to-day basis (on call).

Proper arrangements must be made for lifting/removing solid waste.

The Penalty will be levied from the fourth month of the Notice to proceed with the work (Work order), if a solid waste/silt is identified on identified stretches / SWDs the penalty levied will be each 500mtrs stretch units as below:

- One location within 500 meters: Rs. 10,000
- Two locations within 500 meters: Rs. 20,000
- Three locations within 500 meters: Rs. 30,000

37. Cost of repairs

37.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

38. Completion

38.1 The Contractor shall request the Employer to issue a Certificate of Completion of the Works and the Employer will do so upon deciding that the Work is completed.

39. Taking over

39.1 The Employer shall take over the Site and the Works within seven days of issuing a certificate of Completion.

40. Final account

40.1 The Contractor shall supply to the Employer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 90 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer shall issue within 90 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Employer shall decide on the amount payable to the Contractor and make payment within 60 days of receiving the Contractor’s revised account.

41. As built drawings

41.1 If “as built” Drawings (Completion drawings) are required, the Contractor shall supply them by the dates stated in the Contract Data.

41.2 If the Contractor does not supply the Drawings by the dates stated in the Contract Data, or they do not receive the Employer’s approval, the Employer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

42. Termination

42.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

42.2 Fundamental breaches of Contract include, but shall not be limited to the following:

(a) the Contractor stops work for 45 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Employer;

(b) Deleted

(c) The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(d) Deleted

(e) the Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Employer;

(f) the Contractor does not maintain a security which is required;

(g) the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and

(h) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.

For the purpose of this paragraph : “corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution. “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among

Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition."

42.3 When either party to the Contract gives notice of a breach of contract to the Employer for a cause other than those listed under Sub Clause 42.2 above, the Employer shall decide whether the breach is fundamental or not.

42.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

42.5 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

43. Payment upon Termination

43.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer shall prepare bill for the value of the work done less advance payments received up to the date of the bill, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

43.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Employer shall prepare bill for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract, and less taxes due to be deducted at source as per applicable law and make payment accordingly.

44. Property

44.1 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor's default.

45. Release from performance

45.1 If the Contract is frustrated by any event entirely outside the control of either the Employer or the Contractor the Employer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made

F. Special Conditions of Contract

1. Labour :

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Employer, deliver to the Employer a return in detail, in such form and at such intervals as the Employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Employer may require.

2. Compliance with labour regulations :

During continuance of the contract, the Contractor and his sub contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or

the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, Employer shall have the right to deduct any money due to the Contractor including his amount of security deposit. The Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

3. Protection of Environment:

The contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the contractor and his sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

4. In the case of the death of a Contractor after executing the agreement / commencement of the work, his legal heir, if an eligible registered Contractor and willing can execute and complete the work at the accepted tender rates irrespective of the cost of the work.

SECTION 6: CONTRACT DATA

Items marked "N/A" do not apply in this Contract.

The following documents are also part of the Contract: **Clause Reference**

The Employer is : **The Commissioner** [1.1]
Bengaluru West City Corporation,
IPP Center, Malleshwaram,
Bangalore - 560003

Name of authorized Representative: **Executive Engineer, Vijayanagar Division**

The name and identification number of the Contract is Annual maintenance of storm water drains in Vijayanagar Constituency in BWCC.

Tender Reference No: No. EE(VJN)/TEND/KPPP/03/2026-27, Dated: 20/06/2026
-DO NOT OPEN BEFORE the date mentioned in e-portal
The Works consist of Annual maintenance of storm water drains in Vijayanagar Constituency in BWCC.
The start date shall be the **date of issue of notice to proceed with the work**.
[1.1]

The Intended Completion Date for the whole of the Works is **One Year with the following milestone**

The following documents also form part of the Contract:
[2.2]
.....
.....
.....

The Site Possession Date is: **date of issue of notice to proceed with the work**
[18]

The Sites are located at **Vijayanagar Assembly Constituency Bangalore**
[1.1]

The Defects Liability Period is **Not Applicable.**

Insurance requirements are as under

	Type of Cover	Minimum cover for Insurance
(i)	Works and of Plant and materials	The sum stated in the Agreement plus 20%
(ii)	Loss or damage to equipment	Full replacement cost
(iii)	Loss or damage to property of Third Party	Full replacement cost
(iv)	Personal injury or death insurance	
(a)	for Third Party	Rs. 5 lakhs per person
(b)	for Contractor’s employees or labour	In accordance with the statutory requirements applicable to Karnataka

The liquidated damages for the whole of the works are Rs. _____ (at 0.1% of the contract price per day) and that for the milestones are as under:

For Milestone 1: Rs. ..... per day
For Milestone 2: Rs. ..... per day
For Milestone 3: Rs. ..... Per day [41]

The maximum amount of liquidated damages for the whole of the works is Ten percent of final contract price. [41]

The date by which “as-built” drawings (in scale) in 2 sets are required is within 30 days of issue of certificate of completion of Whole or Section of the Work as the case may be. [48]

The date by which Operating and Maintenance Manuals are required is within 30 days of issue of certificate of completion of Whole or Section of the Work as the case may be. [48]

The amount to be withheld for failing to supply “as built” drawings or supply of Operation and Maintenance Manuals by the date required is Rs. 50,000/-.

The following events shall also be fundamental breach of the contract: [49.2]

1. The contractor has contravened Sub-clause 7.1 and Clause 9 of CC.

The percentage to apply to the value of the work not completed representing the Employer’s Additional cost for completing the Works shall be **30 percent (30%)**. [50.1]

BENGALURU WEST CITY CORPORATION (BWCC) through Executive Engineer (Vijayanagar Division) on behalf of the Commissioner is undertaking Annual Maintenance of Storm water drains in Vijayanagar Constituency in BWCC.

Annual Maintenance of Storm Water Drain including Desilting, Removal of Floating Solid waste/Jungle clearance in drains/walls, Construction and Strengthening of Size Stone Masonry/Joints, Prevention of dumping of Debris/Solid Waste and Conveying the Silt/Debris/Solid Waste to approved locations. This project is one of the most needed and important project for prevention of flood situations and hygienic environment around SWDs by enabling day to day maintenance of SWDs.

OBJECTIVES

The primary objective of the client for hiring the services of the Firm is to:

- Day to day maintenance of SWDs
- Prevention of Choking of SWDs in narrow stretches and critical junctions.
- To prevent high silting of SWDs.
- Prevention of Flooding due to collection of Solid waste at narrow stretches and critical junctions.
- Prevention of people from throwing solid waste/C&D waste.

DETAILED SCOPE OF SERVICES:

- Annual Maintenance for SWD at various selected locations including desilting of collected silt, lifting of silt from SWD and conveying to Anjanapura quarry (within a maximum distance from BBMP Zones or whichever location is feasible/approved by Chief Engineer) by Mechanical/Manual means in open SWDs.

and Covered SWDs by Removing/Re-fixing of chainlink fencing, RCC chamber/slab covers, dismantling of RCC/SSM walls by engaging suitable number of Mechanical Excavators/allied Machineries along with appropriate Man power.

• The Excavated silt/any solid waste lifted from the SWD shall be removed from the site within 3 days from the day of excavation and stacking

• Cleaning of SWDs from vegetations (Trees/Plants/Grass etc.) including cutting, removing, lifting and conveying it to approved locations.

• Clearing of SWDs from solid waste materials (Plastic bottles/Thermocol/Animal Waste/Dead Animals/Human Excreta/ Medical/Cloths/Beds/ Mattresses etc.,) of all nature in foul condition (as is where is condition at the time of quoting tender) including removing, lifting and conveying it to approved locations/dry waste collection centers/designated BBMP quarries, Solid waste Processing units of BBMP.

• Clearing of SWDs from silt/vegetation under bridges, clearing of blockages in pipe culverts, removal of vegetation, solid waste and lifting of solid waste material from SWDs and conveying it to approved locations.

• Prevention of dumping of Construction and Demolition waste throwing of solid waste/garbage by Public and identification of Persons throwing waste into SWDs

• Lodging complaints with local police under “The Prevention of Damage to Public Property Act, 1984” under section 425.

• Identification of Blockages of road side drains connecting to SWDs including BWSSB pipelines, BESCOM cables etc., complete.

• Conveying of Silt, Solid Waste, Debris, Construction and Demolition etc., complete to the approved locations. The contractor should identify suitable dumping locations on his own and at his own risk including all Lead and Lifts, Incidental Charges, Present and Future Taxes as applicable, including all Men and Machineries as per the directions of the Engineer-In-Charge of the work.

• The Excavated silt/any solid waste lifted from the SWD shall be removed from the site within 3 days from the day of excavation and stacking.

• The bidder has to desilt / clean the entire stretch of the SWD in the constituency completely every quarterly i.e. 4 cycles per year (in 3 months each cycle shall be completed).

• The machinery list is given in the bid document. All the machineries shall be fitted with GPS and access to be given to Engineers to know the location of the machineries.

• A project manager, senior engineer, 2 nos of supervisors and a minimum of 20 unskilled labourers are required for this contract. The labour shall have bio-metric attendance and the statutory payments such as ESI, PF and insurance which is the responsibility of the bidder. The details needs to be furnished at the time of submission of the bills else appropriate penalty shall be levied.

• 2 nos of 25 HP pumps needs to be mobilized during the flooding situations and no extra payment shall be made for the same.

• Small excavators may be deployed in the areas where there is space constraint in engaging the bigger excavators as and when the work demands.

• Long boom excavators may be deployed in the areas where the SWD are of a bigger width; as and when the work demands.

SITE VISIT:

Bidder is advised to visit and examine the site and its surrounding and shall familiarize himself of the existing facilities and environment and shall collect all other information which he may require for preparing and submitting the Tender and entering into the contract. Claims and objections due to ignorance of existing conditions or inadequacy of information will not be considered after submission of the Bid and during the contract period / after contract period. All costs for and associated with site visits shall be borne by the bidder.

MEASUREMENT:

The Annual Maintenance of Storm Water Drain including Desilting, Removal of Floating Solid waste/Jungle clearance in drains/walls, Construction and Strengthening of Size Stone Masonry/Joints, Prevention of dumping of Debris/Solid Waste and Conveying the Silt/Debris/Solid Waste to approved locations shall be measured by the length in kms of SWDs as per the list of SWDs enclosed in this tender. No partial work or incomplete work is allowed on any of the SWDs, such partial or incomplete work will not be considered for payment. Payment will be made only for the completed stretch of SWDs (Rounded off to a kilometer) as per SWD list and not the physical measurements made at site.

DATA SHEET

Information to Firms

The name of the Client is: BENGALURU WEST CITY CORPORATION, (BWCC)
Address of the client is

Office of the Executive Engineer, Vijayanagar, BWCC, 1st Floor, Shasakara Bhavan, 3rd Main, Vijayanagar, Bengaluru-560 040

A Technical and a Financial Proposals are requested: Yes

The name, objectives and description of the Assignment are:
Name: Annual Maintenance of Storm water drains in Vijayanagar Constituency in BWCC.

The Assignment is phased: Yes

A pre-bid conference will be held: Yes

The Client will provide the following inputs:

No inputs will be provided by the client except for available data and reports

The Client envisages the need for continuity for downstream work: Yes

The BWCC may extend the services of the firm for another term of 2 year at the discretion of BWCC

The clauses on fraud and corruption in the contract are Sub-Clause 2.7.1 of G.C.C.

Clarifications may be requested upto seven days before the submission date.
The address for requesting clarifications is:

Office of the Executive Engineer, Vijayanagar, BWCC, 1st Floor, Shasakara Bhavan, 3rd Main, Vijayanagar, Bengaluru-560 040

Proposals should be submitted in the following language(s): **English**

(i) Shortlisted Firm may associate with other shortlisted Firm: No

The minimum required experience of proposed key professional staff is:

1. Project manager: (01No.) This is the senior most position and the expert engaged as the project manager shall be responsible for entire project implementation activities and total project execution. This position requires a Senior Engineer who shall be graduate in Civil Engineering with minimum experience of 10 years and he should have handled at least one project of similar nature.

2. Senior Engineer (1 Nos): This position requires a graduate/diploma holder in Civil Engineering with minimum of 3-5 years experience. He must have handled similar nature of projects in last 3- 5 years.

Firm is required to mobilize extra supporting staff, if required, without additional cost
Reports which are part of the assignment must be written in the following language: English

(vii) Training is an important feature is this Assignment : Yes
(viii)Additional information in the technical proposal includes. Nil

Proposals must remain valid 90 days after the submission date:

Firms must submit an original and One [1] additional copy of each proposal.

The proposal submission address is: - Through KPPP Portal portal only –

1. The contract for the Firms/Companies/Agencies is 3 Years and the same is extendable on Mutual consent/satisfactory services of the agency for a further period of 2 years.
2. The Tippers and tractors shall be modified to have Hydraulic Door opening and Water Tight Gasket arrangements for carrying the wet/ slushy/ watery silt without pouring Leachate on road.
3. The firm/agency shall paint the whole machineries with “SKY BLUE PAINT” marked as “BBMP CONTRACT VEHICLE FOR SWD ANNUAL MAINTENANCE PROJECT”.
4. The contract for the Firms/Companies/Agencies is 3 Years and the same is extendable on Mutual consent/satisfactory services of the agency for a further period of 2 years. If the contract is found unsatisfactory after 1 year then the BBMP shall give a notice in writing to terminate the contract at risk and cost basis.
5. The firm must have an established office with necessary infrastructure and sufficient manpower and resources required for carrying out Desilting, Removal of Floating Solid waste/Jungle clearance in drains/walls, Construction and Strengthening of Size Stone Masonry/Joints, Prevention of dumping of Debris/Solid Waste and Conveying the Silt/Debris/Solid Waste to approved locations.
6. In case of “EMERGENCY” the firm/agency shall carry out Special Repair Works to SWD without any pre-condition and at the rate as per current SR plus or minus tender premium if any.
7.

The address for negotiations is:

Office of the Executive Engineer, Vijayanagar, BWCC, 1st Floor, Shasakara Bhavan, 3rd Main, Vijayanagar, Bengaluru-560 040

The Assignment is expected to commence in the month of Septemeber at Bengaluru

LOCATIONS OF SWDs

1. ENCLOSED AS ATTACHMENT AS “Vijayanagara SWDs”

TIME SCHEDULE AND PAYMENT SCHEDULE

Contract Schedule

The assignment is for 36 calendar months.

Schedule of Reports

The Firm shall prepare and submit four copies of reports to BBMP of each of the following reports documented in English:

(a)Inception Report and QAP - within 10 days after mobilization

(b)Monthly - Progress Report - By the 5th of the each month except the month following the Inception Report

(c)Quarterly Progress Report - By the 5th of the first month of the following quarter (In lieu of the monthly progress report)

(d) Final Report - One (01) month after completion of the works (professional acceptance)

Contents of Reports

(a) Inception Report

The Inception Report shall cover the following:

A brief introduction of the project with Location Map

•Reviewing Contractor's mobilization and work plan.

•Setting out Guidelines for Administrating, Monitoring and evaluating project progress.

•Mode of co-operation with the BBMP and any other related organization(s).

•Quality Assurance Programme.

(b) Monthly Progress Reports

The Monthly Progress Reports shall be brief and concise and provide means of closely monitoring project progress and forecasting construction costs, and shall cover the following:

•Main activities, undertaken and events for the period and Progress Report.

•Monitoring and Evaluation of project progress

•Project accounts, payments of approved bills, claims, certification of payments and variation orders.

•Key Issues.

(c) Quarterly Progress Reports

Quarterly Progress Report summarizing activities and work progress achieved in the last three months will be submitted in lieu of the monthly progress report for that particular month.

Payment Schedule

The total fee payable for the assignment will be paid monthly. For claiming the monthly payment, the contractor should submit the bills along with the photos with geo-tagging locations which are to be taken in between 25th and end of the month. The Executive Engineer may order the PMC appointed to take a drone videography, if complaints/discrepancies are received for the particular stretch.

Dispute if any

Disputes between the Engineer-in-charge of the work of the Client and the Firm will be settled and the decision of the Commissioner, BBMP, Bengaluru is final and binding on both the parties.

SPECIFIC RESPONSIBILITIES OF THE FIRM

The Firm shall be fully responsible for collecting data and information from Government agencies after paying any necessary charges. All information, data and reports obtained from the Government agencies in the execution of the services shall be properly reviewed and analysed by the Firm. The responsibility for the correctness of using such data shall rest with the Firm. All such information, data and reports shall be treated as confidential.

The Firm shall be responsible for arranging all machines, labour, materials, necessary living accommodation, office facilities, transportation, equipment supplies, surveys, investigations, testing, secretarial services and all other input required for the purpose of the services.

The Firm shall make his own arrangements for document reproduction, printing and reproduction of all study reports during the course of the study.

Liaison and Access

The BBMP shall provide liaison with other Government agencies and Departments for the introduction of the Firm. The Firm shall be given unhindered access to the relevant agencies in order to carry out the study.

SECTION 7: SPECIFICATIONS

Sl. No.	Description of item (with brief specification and	Quantity	Unit	Rate (Rs)		Amount (Rs)
				In figures	In words	

	reference to Book					
1	**(As per approved DTS uploaded in KPPP portal)**					
2						
Total Tender Price (in figures)						
(in words)						

SECTION 8: DRAWINGS

Enclosed separately

SECTION 10: FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

To:
The Commissioner
Bengaluru West City Corporation,
IPP Center, Malleshwara,
Bangalore -560003

WHEREAS ..... *[name and address of Contractor]* (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. .....
Dated:.....to execute..... *[name of Contract and brief description of Works]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs..... *[amount of guarantee]* [2] _Rupees..... .....*[in words]*, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of .....*[amount of guarantee]*[3] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.
We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.
This guarantee shall be valid until 30 days from the date of expiry of the Defects Liability Period.
Signature and seal of the guarantor _____
Name of Bank _____
Address _____
Date _____

2

3